



**MARASHLIAN  
& DONAHUE, LLC**  
THE COMMLAW GROUP



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**ORIGINAL**

Arizona Corporation Commission  
**DOCKETED**

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Docket Control  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007-2927

**RE: Response to Staff's Second Set of Data Requests to Mobilitie, LLC**  
**Docket No. T-20913A-15-0191**

Dear Sir or Madam:

On behalf of Mobilitie, LLC ("Mobilitie" or "Applicant"), this letter responds to the July 22, 2015 letter requesting additional information from Matt Connolly, Executive Consultant with the Arizona Corporation Commission ("the Commission"). The response is provided by undersigned counsel.

**STF 2.1**

Please indicate why Mobilitie believes that its rates are just and reasonable using a competitive market analysis. The analysis should contain publicly available examples of tariff rates and charges charged by other carriers for similar services. Include supporting material and any other information that Mobilitie believes demonstrates that the proposed tariff rates and charges are just and reasonable.

To support your answer, please use a matrix format to list the Company's proposed services, rates, and charges (see attached Excel file). Based on Mobilitie's tariff, list all of the telecommunications services the company will provide in Arizona. For each of the telecommunications services listed, provide the Mobilitie's tariff page numbers that support each of the company's services, rates, and charges. Also, provide the same information requested of the Company for CenturyLink and two other Arizona local exchange competitors using the same matrix format. List each competitor's services, rates, and charges for the same or comparable services and include copies of the tariff page of each service, rate and charge of each competitor. For a list of telecommunications carriers certified in Arizona, go to [www.azcc.gov/divisions/utilities/utilitylist.asp](http://www.azcc.gov/divisions/utilities/utilitylist.asp). For a list of Commission-approved telecommunications rates and tariffs, go to [www.azcc.gov/Divisions/Utilities/Tariff](http://www.azcc.gov/Divisions/Utilities/Tariff).

**Response:** In response to Staff's question we have identified and provided in the attached matrix, the competitor rates of Crown Castle NG West LLC dba NextG Networks West, ATC Outdoor DAS, LLC, and CenturyLink Communications, LLC.

NextG Networks West and ATC Outdoor DAS, LLC applied for and filed Radio Frequency (RF) Transport Service tariffs with the Arizona Corporation Commission, and their tariffs reflect services and rates that are the same as those of Mobilitie, LLC; thereby

supporting the view that Mobilitie's rates are competitive with those currently offered in Arizona's telecommunications market.

CenturyLink Communications, LLC does not have a specific RF Transport tariff, but the most comparable service would be CenturyLink's Optical Wavelength Service or Metro Ethernet Service, both of which are offered on an Individual Case Basis (ICB) arrangement in Arizona Tariff No. 3.

Therefore, these rates support that Mobilitie's rates are just and reasonable as they are not disproportionate to those offered by similar providers in the state.

Should you have any questions regarding these responses or require further information, please contact the undersigned at [vmp@commlawgroup.com](mailto:vmp@commlawgroup.com) or (703) 714-1309.

Respectfully submitted,



Vineetha Pillai  
Counsel for Mobilitie, LLC

cc: Matt Connolly (via e-mail)

ATTACHMENT A  
BY COMPETITOR

[illegible]

\*Please include copies of tariff sheets for reference.

Tariff Schedule  
Applicable to  
  
RADIO FREQUENCY TRANSPORT SERVICES  
  
of  
  
**MOBILITIE, LLC**

The officer responsible for the Company's tariff filings is:

Gary Jabara  
Chief Executive  
Mobilitie, LLC  
2220 University Drive  
Newport Beach, California 92660  
Telephone: (877) 999-7070

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Issued Date:

Effective Date:

Gary Jabara  
Chief Executive Officer  
2220 University Drive  
Newport Beach, California 92660

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**SECTION 2 – RULES AND REGULATIONS: NOTICES (con't)**

**2.6 Rendering and Payment of Bills**

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be included by the Customer in gaining access to the Company's network.
- C. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-two (32) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- D. The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.
- E. Returned Check Charge: \$25.00

**2.7 Disputed Bills**

Billing disputes should be addressed to Company's customer service organization via telephone to 1-877-999-7070.

In case of a billing dispute between the Customer and the Company as to the amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer  
2220 University Drive  
Newport Beach, California 92660

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**SECTION 2 – RULES AND REGULATIONS: CANCELLATION OF SERVICE BY  
COMPANY (con't)**

C. Restoration of service:

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.9 Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.

Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer  
2220 University Drive  
Newport Beach, California 92660

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**SECTION 4 – RATES**

Unless otherwise provided in an individual contract the Maximum Initial Rates for RF Transport Services are as follows:

<u>Description</u>	<u>Fee per Segment</u>
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer  
2220 University Drive  
Newport Beach, California 92660

**CenturyLink Communications, LLC**  
**Local Exchange Services**

**Arizona Tariff No. 3**  
Title Page  
Release 4  
Effective: 09-23-14

Issued: 09-22-14

(T)  
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(T)

**TERMS, CONDITIONS, RATES AND CHARGES**

**APPLYING TO THE PROVISION OF  
FACILITIES BASED AND RESOLD**

**LOCAL EXCHANGE SERVICES**

within the operating territory of

CenturyLink Communications, LLC

(T)

whether offered under that name, or the trade or brand name CenturyLink

in the State of

**ARIZONA**

(D)

(D)



Issued: 09-22-14

## **7. DEDICATED SERVICES**

### **7.1 SERVICE DESCRIPTIONS (Cont'd)**

#### **7.1.3 OPTICAL WAVELENGTH SERVICE**

(T)

##### **A. Description**

Optical Wavelength Service is a wavelength (Lambda) solution that addresses a range of dense wave division multiplexing (DWDM) transport applications including Metro and Inter-City applications. Optical Wavelength Service offers 2.5G (OC48), 10G (OC192), 1GbE and 10GbE LAN PHY unprotected and Protected wavelength services for customers who need high capacity transport and want greater control and visibility of their broadband services. Optical Wavelength Service supports synchronous optical network (SONET) and synchronous digital hierarchy (SDH) protocols. The minimum term is one year.

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##### **B. Rates and Charges**

Rates and Charges for Optical Wavelength Service will be developed on an Individual Case Basis (ICB) arrangement in response to a bona fide request for service from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

(T)

Issued: 09-22-14

Effective: 09-23-14

**2. GENERAL REGULATIONS – CONDITIONS OF OFFERING**

**2.3 ESTABLISHING AND FURNISHING SERVICE**

**2.3.7 TERMINATION OF SERVICES – COMPANY INITIATED**

**B. (Cont'd)**

6. Failure to comply with municipal ordinances or other laws pertaining to telecommunications service that may adversely affect the safety of any person or the integrity of the provider's service.
7. Failure of the customer to permit the provider reasonable access to its facilities or equipment.

**C. Nonrecurring Charge For Restoration of Service**

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer's premises visit is required, an additional fee may be charged.

Issued: 09-22-14

## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.4 PAYMENT FOR SERVICE

#### 2.4.1 CUSTOMER RESPONSIBILITY

The customer is responsible for payment of all charges for facilities and services furnished to the customer, including charges for services originated, terminated, or accepted, at such facilities.

#### 2.4.2 PAYMENT OF BILLS

##### A. Charges Due

Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. All payments shall be made at or mailed to a Company payment office, or to a duly authorized Company representative. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request.

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(T)

The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.

The billing date shall be printed on each bill and the date rendered shall be the mailing date. A bill shall be considered delinquent 30 days after the date the bill is rendered. Delinquent accounts for which payment has not been received may be terminated 22 days after the date the bill is rendered, subject to the notice requirements specified in D., following.

##### B. Returned Payment Charge

A returned payment charge in the amount of \$25.00, or a lesser amount as permitted by state rule or law, may apply to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason for insufficient funds or no account.

##### C. Late Payment Charge

1. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge at the rate of 1.50% per month may accrue upon any unpaid amount commencing five days after the date the payment is past due. The amount of the late payment charge shall be indicated on the customer's bill.
2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

ATC Outdoor DAS, LLC  
116 Huntington Avenue, 11<sup>th</sup> Floor  
Boston, MA 02116

Arizona Tariff No. 1  
Original Title Sheet

Tariff Schedule Applicable to  
TELECOMMUNICATIONS SERVICES  
of  
**ATC OUTDOOR DAS, LLC**

**DOCKET NO. T-20595A-08-0278**

RECEIVED  
AZ CORP COMMUNICATION  
DOCKET CONTROL  
2012 APR 2 PM 1 07

Date Filed: April 2, 2012

Effective: \_\_\_\_\_, 2012

*Issued By:*  
Gerard Ainsztein  
Senior Vice President, Managed Networks  
ATC Outdoor DAS, LLC  
400 Regency Forest Drive, Suite 300  
Cary, North Carolina 27518

## SECTION 2 – GENERAL RULES AND REGULATIONS (Continued)

upon the customer if objection is not received by the Company within two months after the bill is rendered.

### 2.2.3 Returned Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$ 20.00.

### 2.2.4 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made within 15 days after the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Arizona. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).

### 2.2.5 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company

Date Filed: April 2, 2012

Effective: \_\_\_\_\_, 2012

*Issued By:*  
Gerard Ainsztein  
Senior Vice President, Managed Networks  
ATC Outdoor DAS, LLC  
400 Regency Forest Drive, Suite 300  
Cary, North Carolina 27518

**SECTION 5 – RATES AND CHARGES (Continued)**

- The optical loss between a hub site and a RAN must not exceed 10 dB in the event the RF Transport Services carry an analog signal.
- The delay loss between the hub site and the most remote RAN must not exceed 200 milliseconds of loss over a series of Segments not more than 16 km.

**(B) Maximum Initial Rates.**

Unless otherwise provided in an individual contract pursuant to Section 3.2, the Maximum Initial Rates for RF Transport Services are as follows:

<u>Description</u>	<u>Fee per Segment</u>
Non-recurring connection charge	<u>\$100,000</u>
Monthly recurring charge	<u>\$15,000</u>

**(C) Minimum Term**

The minimum service term for RF transport service is 5 years.

Date Filed: April 2, 2012

Effective: \_\_\_\_\_, 2012

*Issued By:*  
Gerard Ainsztein  
Senior Vice President, Managed Networks  
ATC Outdoor DAS, LLC  
400 Regency Forest Drive, Suite 300  
Cary, North Carolina 27518

NextG Networks of California, Inc.  
2216 O'Toole Avenue  
San Jose, CA 95131

Arizona Tariff No. 1  
Original Title Sheet

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2006 OCT -4 A 11: 13

AZ CORP COMMISSION  
DOCUMENT CONTROL

Tariff Schedule Applicable to  
  
RADIO FREQUENCY TRANSPORT AND BACKHAUL SERVICES  
  
of  
  
NEXTG NETWORKS OF CALIFORNIA, INC. D/B/A NEXTG NETWORKS WEST  
  
Docket No. T-20377A-05-0484

*Issued by:*  
Robert L. Delsman  
*Tariff Manager*

Date Filed: 10/3/2006  
Effective: 10/3/2006

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**1.0 RATES AND CHARGES**

**Schedule 1: RF Transport Services (continued)**

**2. RF Transport Services (continued)**

**A. General Service Offerings and Limitations (continued)**

1. The specific limitations applicable to RF Transport Services are as follows:
  - (a) All optical services are provided on single mode optical fiber.
  - (b) Some optical services may be of a multi-wavelength nature.
  - (c) Current wireless standards limit the distance between a hub site and a remote node to 20 km.
  - (d) The optical loss between a hub site and a remote node must not exceed 18 dB.

**B. Maximum Initial Rates**

Unless otherwise provided in a contract pursuant to Rule 4 below, the Maximum Initial Rates for RF Transport Services are as follows:

DESCRIPTION	FEE PER SEGMENT
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

A Segment is a one-way optical carrier between one (1) Customer hub site or remote node, and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

**C. Minimum Term**

The minimum service term for RF Transport Service is five (5) years.

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Issued by:  
Robert L. Delsman  
Tariff Manager

Date Filed: 10/3/2006  
Effective: 10/3/2006



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2. Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees; or
  3. Customer failure to meet Company's credit and deposit requirements; or
  4. Customer failure to provide Company reasonable access to its equipment and property; or
  5. Customer breach of contract for service between Company and Customer; or
  6. When necessary for Company to comply with an order of any governmental agency having jurisdiction, or any other applicable law; or
  7. Customer is engaging in any unauthorized resale of equipment or service.

C. Where notice required, the Company will provide the following notice of disconnection:

1. Written notice of the pending disconnection will be rendered not less than five (5) days prior to the disconnection. Notice shall be deemed given upon actual presentation to the customer or upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
2. The notice will contain the following information:
  - (a) The Customer's name and telephone number,
  - (b) The Company rules or regulations that were violated and explanation thereof, or the amount of the bill which Customer has failed to pay in accordance with Company policy, if applicable,
  - (c) The date on or after which service may be terminated, and
  - (d) A statement advising Customer to contact Company at a specific telephone number for information regarding any procedures which the Company may offer to work out a mutually agreeable solution to avoid discontinuance of the service.

D. Restoration of service

The Customer may restore service by full payment in any reasonable manner. There is a minimum \$35.00 charge for restoration of service after disconnection;